



Entered on Docket
October 01, 2009

Hon. Linda B. Riegle
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

THE RHODES COMPANIES, LLC, aka
"Rhodes Homes," et al.,¹

Debtors.

Case No.: BK-S-09-14814-LBR
(Jointly Administered)

Chapter 11

Affects:

- ☒ All Debtors
☐ Affects the following Debtor(s)

Hearing Date: October 2, 2009
Hearing Time: 1:30 p.m.
Courtroom 1

**ORDER APPROVING THIRD STIPULATION RE EMERGENCY MOTION TO
EXTEND CASH COLLATERAL TERMINATION DATE [RE: DOCKET NO. 236]**

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf and Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, LLC (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

1 Upon consideration of the *Third Stipulation re Emergency Motion to Extend Cash*
 2 *Collateral Termination Date* [Docket No. 525], a copy of which is attached hereto for reference,
 3 and good cause appearing,

4 IT IS HEREBY ORDERED that the Stipulation is approved and the Emergency Motion
 5 to Extend Cash Collateral Termination Date is deemed resolved as set forth in the Stipulation.

6
 7
 8 APPROVED / DISAPPROVED:

9 DATED this 30th day of September, 2009.

10 By: 

11 UNITED STATES TRUSTEE
 12 August B. Landis
 13 Office of the United States Trustee
 14 300 Las Vegas Blvd. S., Ste. 4300
 15 Las Vegas, NV 89101

16 Submitted by:

17 DATED this 30th day of September, 2009.

18 By: /s/ Zachariah Larson

19 LARSON & STEPHENS
 20 Zachariah Larson, Esq. (NV Bar No 7787)
 21 Kyle O. Stephens, Esq. (NV Bar No. 7928)
 22 810 S. Casino Center Blvd., Ste. 104
 23 Las Vegas, NV 89101
 24 (702) 382-1170 (Telephone)
 25 (702) 382-1169 (Facsimile)
 26 zlarson@lslawnv.com
 27 Attorneys for Debtors
 28

LARSON & STEPHENS
 810 S. Casino Center Blvd., Suite 104
 Las Vegas, Nevada 89101
 Tel: (702) 382-1170 Fax: (702) 382-1169

E-File: September 30, 2009

James I. Stang, Esq. (CA Bar No. 94435)
 Shirley S. Cho, Esq. (CA Bar No. 192616)
 Werner Disse, Esq. (CA Bar No. 143458)
 PACHULSKI STANG ZIEHL & JONES LLP
 10100 Santa Monica Blvd., 11th Floor
 Los Angeles, California 90067-4100
 Telephone: 310/277-6910
 Facsimile: 310/201-0760
 Email: jstang@pszjlaw.com
 scho@pszjlaw.com
 wdisse@pszjlaw.com

Zachariah Larson, Esq. (NV Bar No. 7787)
 LARSON & STEPHENS
 810 S. Casino Center Blvd., Ste. 104
 Las Vegas, NV 89101
 Telephone: 702/382.1170
 Facsimile: 702/382.1169
 Email: zlarson@lslawnv.com

Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF NEVADA**

In re:
 THE RHODES COMPANIES, LLC, aka "Rhodes
 Homes," et al.,

Debtors.

Case No. 09-14814 LBR

Date: October 2, 2009
 Time: 1:30 p.m.
 Place: Courtroom 1

☒ Affects All Debtors
☐ Affects the following Debtors:

**THIRD STIPULATION RE EMERGENCY MOTION TO EXTEND CASH
 COLLATERAL TERMINATION DATE [RE: DOCKET NO. 236]**

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20 LLC (Case No. 09-14848); Tuscany Acquisitions IV LLC (Case No. 09-14849); Tuscany Acquisitions III LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf and Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, LLC (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

1 This Stipulation is entered into by and between the above-captioned Debtors and Debtors
 2 in Possession (the "Debtors"), the First Lien Steering Committee ("FLSC"), the Administrative
 3 Agent for the First Lien Lenders (the "Agent"), and the Official Committee of Unsecured
 4 Creditors (the "OCUC"). The foregoing parties (together, the "Parties") hereby enter into this
 5 Stipulation and agree as follows:

6 RECITALS

7
 8 WHEREAS, on April 30, 2009, the Court entered that *Final Stipulated Order (I)*
 9 *Authorizing Use of Cash Collateral Pursuant to Sections 105, 361, 362 and 363 of the Bank-*
 10 *ruptcy Code and (II) Granting Adequate Protection and Super Priority Administrative Expense*
 11 *Priority to Prepetition Secured Lenders re Debtors' Motion for Interim and Final Orders*
 12 *Pursuant to Sections 105, 361, 362, 363, and 364, etc.* [Docket No. 126] (the "Final Cash
 13 Collateral Order");

14
 15 WHEREAS, the Debtors filed the *Emergency Motion to Extend Cash Collateral Termi-*
 16 *nation Date* [Docket No. 236] (the "Cash Collateral Extension Motion");

17
 18 WHEREAS, the FLSC filed the *Objection of the First Lien Steering Committee to*
 19 *Debtors' Emergency Motion for an Order Extending Cash Collateral Termination Date* [Docket
 20 Number 236] [Docket No. 321];

21
 22 WHEREAS, the Agent filed the *Objection to and Joinder in First Lien Steering Com-*
 23 *mittee's Objection to Debtors' Emergency Motion for an Order Extending Cash Collateral*
 24 *Termination Date* [Docket No. 314];

25
 26 WHEREAS, the OCUC filed the *Committee's Statement Regarding Debtors' Pending*
 27 *Motions to Extend Exclusivity and Allow Continued Use of Cash Collateral* [Docket No. 324];

28
 WHEREAS, the Parties have previously entered into the Plan and Exclusivity Stipulation
 (the "First Stipulation"), which Stipulation was approved by the *Order Granting Plan Exclusivity*

and Cash Collateral Stipulation [Docket No. 336];

WHEREAS, the Parties have entered into the Second Plan and Exclusivity Stipulation (the "Second Stipulation"), which Stipulation was approved by the *Order Granting Second Plan Exclusivity and Cash Collateral Stipulation* [Docket No. 444];

WHEREAS, pursuant to the Second Stipulation, the Cash Collateral Termination Date as defined in the Final Cash Collateral Order is currently set to expire on October 2, 2009 at 11:59 p.m. prevailing pacific time;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), it is hereby stipulated and agreed by and between the Parties as follows:

AGREEMENT

1. Subject to the Debtors' continued compliance with all other terms of the Final Cash Collateral Order, the First Lien Steering Committee has agreed to an extension of the Cash Collateral Termination Date set forth in paragraph 3(i)(a) of the Final Cash Collateral Order through January 11, 2010 at 11:59 p.m. (prevailing Pacific Time) based on the Budget attached hereto as Exhibit A (but solely through the time period of January 11, 2010), which shall supersede any other previously filed Budget, with all other provisions of the Final Cash Collateral Order remaining in full force and effect, except for compliance with paragraph 3(b) regarding Pinnacle, which the FLSC and Agent waived under the First Stipulation.

2. The Challenge Period set forth in paragraph 10 of the Final Cash Collateral Order shall be extended through and including January 11, 2010.

3. The parties agree and acknowledge that line item 12 is for estimation purposes only and the Debtors shall consult with and obtain the consent of the FLSC, through Winchester Carlisle Partners, before expending any sums in connection with line item number 12 with respect to insurance premium renewals.

4. The Cash Collateral Extension Motion shall be deemed resolved as set forth
above.

Dated: September 30, 2009

APPROVED

By: /s/ Philip C. Dublin
AKIN GUMP STRAUSS
HAUER & FELD LLP
Ira S. Dizengoff (NY Bar No. 2565687)
Philip C. Dublin (NY Bar No. 2959344)
Abid Qureshi (NY Bar No. 268437)
One Bryant Park
New York, NY 10036
Counsel for the First Lien Steering Committee

APPROVED

By: /s/ James I. Stang
James I. Stang
Pachulski Stang Ziehl Young & Jones LLP
10100 Santa Monica Blvd., 11th Floor
Los Angeles, CA 90067
*Counsel for Debtors and Debtors-in-
Possession*

APPROVED

By: /s/ Ramon M. Naguiat
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Ramon M. Naguiat
300 S. Grand Ave., #3400
Los Angeles, CA 90071
*Counsel for Credit Suisse, Cayman Islands
Branch, as Agent for First Lien Lenders*

APPROVED

By: /s/ J. Thomas Beckett
J. Thomas Beckett
Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
*Counsel for Official Committee of
Unsecured Creditors*

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

EXHIBIT A

Starting Cash on 12/31/2018 (Pre Audit)		\$ 4,000,000													
Line #	Item Description	12/31/2018	1/31/2019	2/28/2019	3/31/2019	4/30/2019	5/31/2019	6/30/2019	7/31/2019	8/31/2019	9/30/2019	10/31/2019	11/30/2019	12/31/2019	Total
1	Start Ending														
2	Unit 100000 - Building Fund														
3	Unit 100000 - Building Fund														
4	Unit 100000 - Building Fund														
5	Unit 100000 - Building Fund														
6	Unit 100000 - Building Fund														
7	Unit 100000 - Building Fund														
8	Unit 100000 - Building Fund														
9	Unit 100000 - Building Fund														
10	Unit 100000 - Building Fund														
11	Unit 100000 - Building Fund														
12	Unit 100000 - Building Fund														
13	Unit 100000 - Building Fund														
14	Unit 100000 - Building Fund														
15	Unit 100000 - Building Fund														
16	Unit 100000 - Building Fund														
17	Unit 100000 - Building Fund														
18	Unit 100000 - Building Fund														
19	Unit 100000 - Building Fund														
20	Unit 100000 - Building Fund														
21	Unit 100000 - Building Fund														
22	Unit 100000 - Building Fund														
23	Unit 100000 - Building Fund														
24	Unit 100000 - Building Fund														
25	Unit 100000 - Building Fund														
26	Unit 100000 - Building Fund														
27	Unit 100000 - Building Fund														
28	Unit 100000 - Building Fund														
29	Unit 100000 - Building Fund														
30	Unit 100000 - Building Fund														
31	Unit 100000 - Building Fund														
32	Unit 100000 - Building Fund														
33	Unit 100000 - Building Fund														
34	Unit 100000 - Building Fund														
35	Unit 100000 - Building Fund														
36	Unit 100000 - Building Fund														
37	Unit 100000 - Building Fund														
38	Unit 100000 - Building Fund														
39	Unit 100000 - Building Fund														
40	Unit 100000 - Building Fund														
41	Unit 100000 - Building Fund														
42	Unit 100000 - Building Fund														
43	Unit 100000 - Building Fund														
44	Unit 100000 - Building Fund														
45	Unit 100000 - Building Fund														
46	Unit 100000 - Building Fund														
47	Unit 100000 - Building Fund														
48	Unit 100000 - Building Fund														
49	Unit 100000 - Building Fund														
50	Unit 100000 - Building Fund														
51	Unit 100000 - Building Fund														
52	Unit 100000 - Building Fund														
53	Unit 100000 - Building Fund														
54	Unit 100000 - Building Fund														
55	Unit 100000 - Building Fund														
56	Unit 100000 - Building Fund														
57	Unit 100000 - Building Fund														
58	Unit 100000 - Building Fund														
59	Unit 100000 - Building Fund														
60	Unit 100000 - Building Fund														
61	Unit 100000 - Building Fund														
62	Unit 100000 - Building Fund														
63	Unit 100000 - Building Fund														
64	Unit 100000 - Building Fund														
65	Unit 100000 - Building Fund														
66	Unit 100000 - Building Fund														
67	Unit 100000 - Building Fund														
68	Unit 100000 - Building Fund														
69	Unit 100000 - Building Fund														
70	Unit 100000 - Building Fund														
71	Unit 100000 - Building Fund														
72	Unit 100000 - Building Fund														
73	Unit 100000 - Building Fund														
74	Unit 100000 - Building Fund														
75	Unit 100000 - Building Fund														
76	Unit 100000 - Building Fund														
77	Unit 100000 - Building Fund														
78	Unit 100000 - Building Fund														
79	Unit 100000 - Building Fund														
80	Unit 100000 - Building Fund														
81	Unit 100000 - Building Fund														
82	Unit 100000 - Building Fund														
83	Unit 100000 - Building Fund														
84	Unit 100000 - Building Fund														
85	Unit 100000 - Building Fund														
86	Unit 100000 - Building Fund														
87	Unit 100000 - Building Fund														
88	Unit 100000 - Building Fund														
89	Unit 100000 - Building Fund														
90	Unit 100000 - Building Fund														
91	Unit 100000 - Building Fund														
92	Unit 100000 - Building Fund														
93	Unit 100000 - Building Fund														
94	Unit 100000 - Building Fund														
95	Unit 100000 - Building Fund														
96	Unit 100000 - Building Fund														
97	Unit 100000 - Building Fund														
98	Unit 100000 - Building Fund														
99	Unit 100000 - Building Fund														
100	Unit 100000 - Building Fund														

2025

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a significant difference, a problem is identified.

There are many ways to get a good deal on a car. One way is to buy a used car from a private seller. Another way is to buy a new car from a dealer. A third way is to lease a car. Each way has its own pros and cons. For example, buying a used car from a private seller is usually the cheapest way to get a car. However, you may not have as much protection as you would if you bought from a dealer. Leasing a car can be a good option if you want to drive a new car for a few years without having to worry about maintenance or repairs. However, leasing can be more expensive in the long run than buying a car. So, it's important to do your research and compare the different options before you decide which one is right for you.

© 1998 by the American Psychological Association or one of its allied publishers. This article is intended solely for the personal use of the individual user and is not to be disseminated broadly.

© 2000 by The McGraw-Hill Companies, Inc. All rights reserved. Printed in the United States of America. This book is published by The McGraw-Hill Companies, Inc., 1221 Avenue of the Americas, New York, NY 10020-1346.

(1) Payments to the seller.

(2) Payments to the seller's group, or to the seller's group and the seller.

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 103–110